



Solicitation Information
June 8, 2017

RFP# 7553518

TITLE: RI WIC Management Information System (MIS) Planning Project

Submission Deadline: September 7, 2017 at 10:00 AM Eastern Time (ET)

PRE-BID/ PROPOSAL CONFERENCE: No

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **June 30, 2017 at 11:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No
BOND REQUIRED: No

David J. Francis
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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DEFINITIONS

APD:	Advanced Planning Document
Clinic:	Subunit of a Local Agency, which is a RI WIC Service site
CHE:	Division of Community, Health and Equity
CVV:	Cash Value Voucher (Fruit & Vegetable Check)
DOA:	Department of Administration
DOIT:	Department of Information Technology
EBT:	Electronic Benefit Transfer.
EWIC:	Electronic Benefit Transfer for RI WIC
FI:	Food Instrument Rhode Island's paper-based food benefit
FMNP:	Farmers' Market Nutritional Program
FNS:	Food and Nutrition Service
FNS 901 Handbook:	Food and Nutrition Services 901 Handbook which explains planning for Management Information System (MIS) and can be found at http://www.fns.usda.gov/apd/fns-handbook-901-advance-planning-documents
FRD:	Functional Requirements Document
FReD:	USDA FNS Functional Requirements Document for a Model RI WIC system
IAPD:	Implementation Advanced Planning Document
Local Agency (LA):	Unit that administers RI WIC program under contract with HEALTH
M&E:	Maintenance and Enhancement
MIS:	Management Information System
Office:	Office of Women, Infants, and Children (WIC Program)
PAPD:	Planning Advanced Planning Document

POS:	Point of Sales
Planning Contractor:	Planning services contractor's primary contact for project planning duties
Project Manager:	Will handle day to day management of project and be primary point of contact between contractor and RI WIC Program.
QA:	Quality Assurance
RFP:	Request for Proposal
RIDOH:	Rhode Island Department of Health
RIWEBS:	Rhode Island's web-enabled RI WIC computer system
RI WIC:	Rhode Island Women Infants and Children Program
HEALTH:	State of Rhode Island and Providence Plantations
SAM:	State Agency Model
T&I:	Transfer and Implementation
USDA:	United States Department of Agriculture
Vendor:	An actual or potential contractor; a contractor.
WIC Program:	Special Supplemental Nutrition Program for Women, Infants and Children

SECTION 1: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Health (RIDOH), Special Supplemental Nutrition Program for Women, Infants and Children Program (hereinafter RI WIC Program) is soliciting proposals from qualified quality assurance services firms to establish a contract through competitive negotiations for the provision of quality assurance services (hereinafter QA) throughout the testing, pilot and implementation phases of a new eWIC and MIS solutions for RI WIC in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov.

The initial contract period will begin approximately January 1, 2018 for one twenty-two-month (22) period. This is a one-time project and will not be renewed upon completion.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to affordability. There will be no public opening and reading of responses received by the Office of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

Important: State of RI Department of Administration Purchasing Terms and Conditions and RI Department of Health Boiler Plate Contract Language are Not Subject to Editing or Negotiation.

INSTRUCTIONS AND NOTIFICATION TO OFFERORS

1. Potential Contractors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the Contractor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For

the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

7. It is intended that an award pursuant to this RFP will be made to a prime Contractor, or prime Contractors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the Contractor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the Contractor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Contractors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful Contractor(s).
14. The Contractor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor

qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

16. In order to perform the contemplated services related to the Rhode Island Health Benefits Exchange (HealthSourceRI), the Contractor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The Contractor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the Contractor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.
17. Contractors with internal knowledge of the project through participation in the planning process, such as Planning Contractors, are not eligible to be awarded this contract.

SECTION 2: BACKGROUND AND PURPOSE

BACKGROUND

The RI WIC Program (Special Supplemental Nutrition for Women, Infants, and Children) is funded by the Food and Nutrition Service (FNS), a Federal agency of the United States Department of Agriculture. RI WIC provides services to low-income pregnant, breastfeeding and non-breastfeeding postpartum women, infants, and children to age five (5). RI WIC’s primary mission, as an adjunct to good healthcare, is to provide education for optimal nutrition during critical stages of growth and development. The program provides an array of support for families including breastfeeding support and promotion; referrals to needed medical and social services in the community; and assessment of client nutritional status. RI WIC must comply with all Federal and State reporting mandates.

RIDOH’s Division of Community, Health and Equity (CHE) delivers RI WIC services at the local level by contracting with 12 local agencies (LA), non-profit community organizations, community health centers and hospitals. The local agencies operate a total of 25 clinics statewide. The program serves approximately 25,000 participants per month, issuing 1.5 million checks a year (worth \$14 million). Local agency caseload can range from as low as approximately 500 to as many as approximately 2,500.

Currently in Rhode Island, nutritious foods are issued to RI WIC participants through paper Food Instruments. These checks list the food items and quantities that may be purchased by participants at authorized food retail locations. RI WIC checks are printed and issued to participants at local clinic locations. Checks are typically issued 3 months at a time after the completion of certification appointments, which determine participant eligibility and required nutrition education appointments. The RI WIC participant, parent, guardian, caretaker, or proxy then redeems the check(s) at a RI WIC-authorized retail location. The retailer deposits any WIC checks they receive as they would a personal check. The banking contractor then reduces RI WIC’s account accordingly and performs settlement with retailers.

The RI WIC program issues an average of 100,000 checks per month which include a regular RI WIC check and Cash Value Vouchers (CVV) for fruits and vegetables. Additional 7,000 - 22,000 checks are

issued during June, July and August for the Farmers' Markets.

The regular check covers the purchase of prescribed foods such as cereals, juices, milk, cheese, eggs, peanut butter, canned fish and infant formula. Fruit and vegetable checks have a fixed dollar amount (\$8, \$11, and \$16.50) and can be redeemed for fruits and vegetables only (fresh, canned and/or frozen). Farmers' Market checks are not redeemable at grocery stores and can only be accepted by farmers at the RI WIC Farmers' Markets around the state for approved fruits and vegetables. Farmers' can also accept cash value vouchers.

Checks are presented daily to the banking agent for payment. The banking agent screens each check using visual edits and automated edits from data provided by the Rhode Island State office to determine if the checks are acceptable. As required by federal regulations, checks must be accepted or rejected and returned unpaid through the Federal Reserve System within specified timeframes. Wire transfers are made daily on the State of Rhode Island account to provide payment for honored checks. The banking agent forwards a Statement of Account and monthly reconciliation to RI WIC showing actual cash paid out and adjustments made during the month. The office maintains an issuance master file which completely tracks the status of all checks (e.g., distributed to Local RI WIC Agencies, issued/not issued to participants, redeemed, paid/not paid, expired, lost, stolen, etc.) The RI WIC office provides to the banking agent a daily pricing file, vendor file, stamp file and issuance file. The banking agent provides paid information and daily, weekly and monthly reports.

There are approximately 250 RI WIC approved retailers divided into 9 peer groups, which provide food and formula to RI WIC participants in exchange for RI WIC checks. RI WIC retailers include pharmacies, large chain stores, medium independent stores, small neighborhood grocery/convenience stores, and a commissary. Authorized pharmacies only provide special infant formulas that cannot be purchased at retail grocers.

The RIWEBS system consists of software written for PC-based computers that reside in RI WIC Clinics and RI WIC Office. The clinic software allows the user to search and view all participant data, document provision of RI WIC services, and produce checks for the participant on demand. The web-enabled architecture operates in a real-time environment and allows participant information and transfers to occur instantaneously. Check issuance information is transmitted to the contract banking agent on a nightly basis. The RIWEBS system does not currently support electronic benefits issuance or food delivery in either an online or offline system.

The services provided by the selected vendor will include the development of the following: the QA monitoring plan, the Transfer and Implementation (T&I), Maintenance and Enhancement (M&E) and eWIC projects, system design, transfer, modification and technical testing, UAT, the pilot, the rollout and the post-implementation assessment. These services are required at the start of planning the eWIC and MIS system testing and implementation, so that all stages of the process may be considered in light of effective QA. These services are necessary to ensure the RI WIC MIS/eWIC project plan proceeds without error, delay or interruption in compliance with the United States Department of Agriculture approved handbook 901. This document is located at <http://www.fns.usda.gov/apd/fns-handbook-901->

advance-planning-documents.

The goal of RIDOH is to meet the Congressional mandate of 2020 to have Electronic Benefits Transfer (EBT/eWIC) available statewide. To achieve this goal, we need to have a MIS system that would be capable of supporting eWIC functionality. In the RI WIC program, eWIC would include the use of an electronic food prescription, which specifies particular food items, quantities of the food items that can be purchased, the time period within which the food items must be purchased, and the maximum value associated with these food item purchases. These electronic benefits are maintained in an account that is set-up for a benefit recipient. The account is associated with a card that identifies the account holder and through which benefits are accessed. eWIC allows the issuance, redemption, and settlement of food benefits to be automated. Automation of this process results in fewer retailer errors, greater anonymity and security for participants and greater reporting accuracy for the RI WIC Program.

The RIDOH intends to pursue federal funding to replace the existing RI WIC information system used for RI WIC participant certification, food benefit issuance and many other program operations. It is the intent of RIDOH to hire an experienced QA Contractor to develop and carry out a QA plan which will support each step of the planning, testing, pilot, implementation and post-rollout activities throughout the project. This plan, at a minimum, shall include:

- Developing the QA project plan, including the review of plans submitted by other involved contractors.
- Monitoring the system design process.
- Monitoring and evaluating transfer, modification and technical testing reports prior to UAT.
- Supporting and evaluating the UAT process and providing certification upon its completion.
- Supporting and evaluating retailer testing and certification.
- Supporting and evaluating the pilot testing process and providing certification upon its completion.
- Evaluating the rollout process and, at the conclusion of implementation, providing an audit of system documentation.

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract through competitive negotiations for Quality Assurance services for Management Information System (MIS) and eWIC solutions.

The specific details of the goods and services outlined by this RFP are described in further detail in the Scope of Work (SOW). These services are required during the planning phase for the testing and implementation of new eWIC and MIS solutions for the RI WIC program. These services are of major importance for the effective, reliable and timely implementation of these systems. The task of actually transferring, modifying and implementing the hardware and software of the RI WIC MIS solution **are not** within the scope of this RFP. The work performed will be for RIDOH, Division of Community,

Health and Equity and the RI WIC Program.

Funding is available through The United States Department of Agriculture (USDA). The project period is expected to begin on **January, 2018** continue through **October, 2019**.

Applicants should submit a proposed budget for all required deliverables according to the directives given in the Cost Proposal Section.

SECTION 3: PROJECT OVERVIEW, TIMELINES, AND SCOPE OF WORK

PROJECT OVERVIEW

The RI WIC Program as administered by RIDOH is currently following the USDA - Food and Nutrition Service (FNS) planning protocol to acquire new RI WIC management information system (MIS) and eWIC solutions. The contractor will provide quality assurance services to support the processes involving the implementation of the selected MIS solution, as well as support the concurrent implementation of the RI WIC program's conversion from paper checks to eWIC, with payments to be processed by Xerox as per the NCS (Northeast Coalition of States) EBT contract. This will include support through the planning, transfer, testing, UAT, pilot and rollout phases of the project for both the new MIS solution and eWIC. Among other duties listed in the scope of work, each new stage of the project will require a preliminary readiness report by the QA Contractor after the initial testing phase. Readiness reports will be required prior to the UAT, pilot and rollout phases to certify the MIS and eWIC systems are prepared to advance to each stage, as well as frequent progress reports made during these and earlier processes.

The awarded contractor will be required to complete the following tasks in cooperation with the T&I Contractor, eWIC Contractor and RI WIC team:

- Supporting the development of the QA project initiation including plans for QA monitoring, risk assessment and management, and a final work plan and schedule.
- Reviewing and evaluating contractor deliverables for the T&I and eWIC segments of the project.
- Monitoring and evaluating the system design process, including attending the T&I system orientation training, support system design sessions, and review and evaluation of the eWIC design and technical specifications documents.
- A review and evaluation of T&I and eWIC transfer, modification and technical testing reports and UAT readiness certifications
- An independent certification of readiness for UAT.
- Supporting the UAT process, including the creation of a UAT data conversion report, a UAT

systems installation report, a UAT plan, UAT testing scripts evaluation, and a review and evaluation of T&I and eWIC transfer, modification and technical testing reports and pilot readiness certifications.

- An independent certification of readiness for pilot.
- Supporting the retailer certification for eWIC, including the development of retailer certification requirements, retailer certification test scripts evaluation, and an on-site evaluation of on-site certification testing.
- Supporting the pilot test for both eWIC and MIS, including the creation of a pilot data conversion report, pilot training report, monitoring activity memorandum and a review and evaluation of the T&I and eWIC pilot reports and rollout readiness certifications.
- An independent certification of readiness for rollout.
- Supporting the rollout with QA monthly status reports containing observations gathered by monitoring the rollout process, as well as a post implementation assessment/system verification and certification.
- Providing a system documentation audit at the completion of the implementation process.

PROJECT MANAGEMENT

The RI WIC Program will put into place a RI WIC MIS Planning project Executive Steering Committee, consisting of, at a minimum, RI WIC Chief, RI WIC Deputy Chief, RI WIC Project Manager, Fiscal Manager, Vendor Manager, Client Services Manager and IT Technical Support Specialist. While the RIDOH administration and RI WIC Chief will have overall decision-making authority for the RI WIC MIS QA project, day to day management of the project will be performed by a full time project manager retained by the RI WIC Program. The project manager will be the primary point of contact between the Contractor and the RI WIC Program. The project manager will manage this project by setting project objectives, goals and requirements, and will also approve the tasks, timelines and deliverables of the QA Contractor, under advisement of the Executive Steering Committee. The IT Technical Support Specialist, a representative from Department of Information Technology (DOIT), will provide guidance in evaluating the capability of the proposed contractors and completeness of the statements of work and other aspects of the proposed agreements with the contractors. The RI WIC Chief has the authority to make decisions at the executive level to resolve any potential issues that could arise. The Executive Steering Committee will meet at least once per month during the course of the project to evaluate the progress of the project.

The QA Contractor shall work with the selected team of RI WIC staff assigned to this project, and be responsible for timely status reports to the RI WIC MIS Planning project Executive Steering Committee. There will be checkpoints established in the project timeline that represent deliverable due dates, and the QA Contractor will be responsible for meeting these timelines.

ACCESS TO FACILITIES

The RI WIC Program shall provide the successful contractor with reasonable access to the RI WIC Program's personnel, documents and equipment during normal business hours. There will be no access after-hours. The contractor must provide their own supplies. Reasonable use of the RI WIC office equipment (such as photocopy machines, facsimile and telephones) shall be at the discretion of the RI WIC Program.

SCOPE OF WORK

The scope of work for the MIS and eWIC project efforts is presented below. Bidders are required to respond to both the scope of the MIS effort and of the eWIC effort engendered in the task statements. The project phasing for the two efforts is as follows:

1. MIS AND eWIC PROJECT PHASING

The RI WIC MIS quality assurance service project will consist of support of the following MIS and eWIC project activities:

- a. QA project Initiation, Planning, and Management
- b. T&I and eWIC project Initiation, Planning, and Management
- c. System Design
- d. System Transfer, Modification, and Technical Testing
- e. User Acceptance Test (UAT)
- f. Pilot Test
- g. Rollout
- h. Post-Implementation Assessment

As part of their response to this RFP, bidders must provide detailed descriptions of all planned activities and approximate timeframes in their task plans addressing both the MIS and eWIC project efforts. The next section provides a preliminary project management and task plan for the QA Contractor for these efforts. The MIS and eWIC QA project task plan section following the summary provides detailed subtasks for each task. The section following the task plan contains a list of required MIS and eWIC QA project deliverables related to the task plan.

Bidders must propose a project work plan for both the MIS and eWIC efforts that meets or exceeds the requirements described below. The project work plan must include an estimated schedule of proposed work including Gantt charts illustrating project milestones, timeframes for contract deliverables, and timeframes for review of deliverables by Rhode Island. . With input from the T&I and eWIC contractors, this draft schedule would be updated at least 30 days prior to the project's initiation

The bidder must acknowledge the goal of an incremental but rapid rollout of the system to the Rhode Island agencies and commit to assisting them in accomplishing that goal.

2. QA, MIS AND eWIC PROJECT ACTIVITIES

The following list contains preliminary project activities for the QA Contractor based on and responsive to the T&I and eWIC project tasks.

- a. **TASK 1 – QA PROJECT INITIATION, PLANNING AND MANAGEMENT**
 - 1.1 Project Initiation
 - 1.2 Project Status Reporting
 - 1.3 Quality Assurance Monitoring Plan and Schedule
 - 1.4 Risk Assessment and Management Plan

- b. **TASK 2 – T&I AND eWIC PROCUREMENT, PROJECT INITIATION, PLANNING AND MANAGEMENT**
 - 2.1 Review and Evaluate T&I and eWIC project Plans

- c. **TASK 3 - SYSTEM DESIGN**
 - 3.1 Attend and Evaluate System Orientation Training
 - 3.2 Attend and Support System Design Sessions
 - 3.3 Review and Evaluate eWIC Design and Technical Specifications Documents

- d. **TASK 4 - SYSTEM TRANSFER, MODIFICATION, AND TECHNICAL TESTING**
 - 4.1 Attend MIS and eWIC System Transfer Initiation Meeting
 - 4.2 Monitor MIS and eWIC System Transfer, Modification, and Technical Testing
 - 4.3 Review and Evaluate T&I and eWIC Certification of Readiness for UAT
 - 4.4 Prepare and Submit Independent Certification of Readiness for UAT

- e. **TASK 5 - USER ACCEPTANCE TEST (UAT)**
 - 5.1 Attend UAT Initiation Meeting
 - 5.2 Monitor and Evaluate UAT Data Conversion
 - 5.3 Monitor System Installation
 - 5.4 Monitor and Evaluate System Operations Support and Training
 - 5.5 Develop UAT Plan (MIS, eWIC)
 - 5.6 Evaluate UAT Script (MIS, eWIC)
 - 5.7 Support UAT (MIS, eWIC)
 - 5.8 Review and Evaluate T&I, eWIC and UAT Report/Certification of Readiness for Pilot
 - 5.9 Prepare and Submit Independent Certification of Readiness for Pilot (MIS and eWIC)

- f. **TASK 6 – RETAILER CERTIFICATION FOR eWIC**
 - 6.1 Prepare Retailer Certification Requirements
 - 6.2 Evaluate Retailer Certification Test Scripts and Criteria
 - 6.3 Attend and Evaluate System Pre-Test
 - 6.4 Attend and Evaluate On-Site Certification Testing

- g. **TASK 7 - PILOT TEST**
 - 7.1 Attend System Pilot Initiation Meeting (MIS and eWIC)
 - 7.2 Monitor and Evaluate Pilot Data Conversion (MIS only)
 - 7.3 Monitor and Evaluate Training (MIS and eWIC)
 - 7.4 Monitor and Evaluate System Pilot Test (MIS and eWIC)
 - 7.5 Review and Evaluate T&I and eWIC Pilot Report/Certification of Readiness for Rollout (MIS and eWIC)
 - 7.6 Prepare and Submit Independent Certification of Readiness for Rollout (MIS and eWIC)
 - 7.7 Provide Assistance with Training for Rollout During Pilot Test

- h. **TASK 8 - ROLLOUT**
 - 8.1 Attend System Rollout Initiation Meeting (MIS and eWIC)
 - 8.2 Monitor and Evaluate User Training, Conversion, and Implementation (MIS and eWIC)
 - 8.3 Assist in End User Refresher Training During Rollout (MIS and eWIC)
- i. **TASK 9 – POST IMPLEMENTATION ASSESSMENT/SYSTEM VERIFICATION AND CERTIFICATION**
 - 9.1 Prepare and Submit Post Implementation Evaluation (MIS and eWIC)
 - 9.2 Prepare and Submit System Documentation Audit (MIS and eWIC)

3. **MIS AND eWIC QA PROJECT TASK PLAN AND DELIVERABLES**

Rhode Island has developed the following task plan and associated deliverables to address the QA project activities listed above. Bidders must provide a detailed explanation of how they will accomplish the following tasks inclusive of methodology, approach, and staffing for each task and subtask. Work samples from previous engagements and/or proposed format and content should be provided where the bidder believes it will assist RI WIC in understanding and evaluating its services. Simple repetition of the task statements below will be deemed an insufficient response.

Bidders must note in their proposed task plan that all document deliverables must be submitted in draft form for review by RI WIC. RI WIC will have up to fifteen (15) working days for the review of deliverables. The QA Contractor may then have up to ten (10) working days following receipt of RI WIC comments, to respond to RI WIC’s comments and revise the deliverable as needed. A final version of the document must then be submitted for review and approval. RI WIC must then have up to ten (10) working days for final review and comment. The bidder must acknowledge that additional corrections or revisions to the final submission may be necessary prior to approval and acceptance by RI WIC.

a. **TASK 1 – QA PROJECT INITIATION, PLANNING AND MANAGEMENT**

i. **1.1 Project Initiation**

The QA Contractor must convene an initiation meeting at the RI WIC office within 10 days of the contract execution. The QA Project Manager and QA project Executive must attend the meeting. The purpose of the meeting will be to review the QA project plan, schedule, and deliverables, and discuss the management of change orders. Within five (5) working days of the meeting, the QA Contractor must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the project initiation meeting.

Deliverable 1: Attend Project Initiation Meeting

Deliverable 2: Project Initiation Meeting Memorandum of Understanding

ii. **1.2 Project Status Reporting**

The QA Contractor must prepare and submit monthly, detailed reports on overall project status, work accomplished in the reporting period, objectives for the next reporting period, client responsibilities for the next period, decision/information requests outstanding, problems and warnings, and schedule and budget issues. The status reports must incorporate and provide regular updates to the final work plan and schedule as necessary. During UAT, the QA Contractor must provide status reports on a weekly basis. In

addition, the Rhode Island Executive Steering Committee will hold periodic (monthly or biweekly, as needed) status meetings, typically via conference calls, and will hold quarterly status meetings on site in Providence, Rhode Island. The QA Contractor must participate in all Executive Steering Committee status meetings via conference call and on site (for quarterly meetings). The Rhode Island Project Manager will conduct the meetings, which will be hosted by RI WIC. Within two (2) working days of each meeting, the QA Contractor must provide a summary of the meeting, providing a list of attendees, key topics discussed, issues identified, decisions reached, and any action items arising from the meeting.

Deliverable 3: Total project Status Reports and Meeting Summaries

iii. **1.3 Quality Assurance Monitoring Plan and Schedule**

The QA Contractor must deliver a comprehensive quality assurance monitoring plan, including a schedule, which describes in detail the contractor's approach to the provision of quality assurance services to the Rhode Island MIS and eWIC project. The plan must meet the following criteria:

- a) Be responsive to the QA contract requirements;
- b) Be integrated with the final T&I and eWIC activities, tasks and schedules; and,
- c) Identify and incorporate client (WIC) tasks and activities inclusive of level of effort.

The quality assurance monitoring plan(s) must be submitted within twenty (20) working days of the T&I and eWIC submissions of their final work plans.

Deliverable 4: Quality Assurance Monitoring Plan and Schedule

v. **1.4 Risk Assessment and Management Plan**

The QA Contractor must evaluate the risks to the projects and establish a risk management plan linking risk analysis findings with specific mitigation strategies and identifying the timeframe and project "actor(s)" responsible for each response.

The Risk Management Plan must be submitted within twenty (20) working days of the T&I and eWIC project initiation. The QA Contractor must then utilize these plans to monitor project risks throughout the effort and update the plans as needed, inclusive of identification of new or emergent risks.

Deliverable 5: Risk Assessment and Management Plan

b. **TASK 2 – T&I AND eWIC PROCUREMENT, PROJECT INITIATION, PLANNING AND MANAGEMENT (MIS & eWIC)**

i. **2.1 Review and Evaluate T&I and eWIC project Plans**

The T&I and eWIC must deliver a set of comprehensive plans that will serve to guide and direct respective project activities for the duration of the effort. The QA Contractor must review and evaluate these plans in light of the T&I and eWIC contract requirements for each respective plan and the overall project requirements. The QA Contractor must provide a deliverable,

consisting of component reports for each individual plan, presenting the results of their review and evaluation, noting any deficiencies identified, and providing a plan and suggestions for their remedy. The deliverable component reports must be provided within ten (10) working days of the receipt of each of the T&I and eWIC plans.

The component plans to be addressed by this task and deliverable are as follows:

a) T&I Plans

- 1) System Transfer, Modification and Testing Plan
- 2) Final Work Plan & Schedule
- 3) Training Plan and Materials
- 4) Pilot Implementation Plan
- 5) Conversion Plan
- 6) Disaster Plan
- 7) Security Plan
- 8) Help Desk Plan
- 9) Operations Manual
- 10) Risk Assessment & Management

b) eWIC Plans

- 1) Project Management Plan
- 2) Final Work Plan & Schedule
- 3) Pilot Implementation Plan
- 4) Retailer Management Plan
- 5) Vendor Survey
- 6) Vendor Assessment Report
- 7) Retailer & TPP Processor Agreements
- 8) Systems Security Plan
- 9) Training Plans, Guides & Materials
- 10) System Lifecycle Testing Plan
- 11) Integrated Vendor Certification Test Scripts Evaluation
- 12) Client Automated Response Unit (ARU) Script Evaluation
- 13) Retailer ARU Script Evaluation
- 14) Customer Services Operations Development
- 15) Risk Assessment & Management

The T&I and eWIC Contractor are required to provide each of these plans in draft and final versions. The QA Contractor must provide their initial review and evaluation based on the draft submission. The QA Contractor must also review the final submission of each plan to ensure QA and RI WIC concerns have been appropriately addressed. Any deficiencies identified by the QA Contractor as remaining in a final plan submission must be reported by the QA Contractor in a follow-up technical memorandum noting the specific problems identified. The bidder must recognize and address this requirement in the proposal. The bidder must also acknowledge that the plans listed are unlikely to be submitted as a group, and that as a result the deliverable associated with this task may consist of up to twenty-five (25) discrete reports.

Deliverable 6: Review and Evaluation Reports on T&I and eWIC Project Plans, Including Additional Recommendations

c. **TASK 3 - SYSTEM DESIGN**

i. **3.1 Attend and Evaluate System Orientation Training**

The T&I is required to provide a System Orientation Training for selected Rhode Island State and local agency staff who will participate in design sessions, conduct UAT, and serve as “super-users” supporting MIS system training, pilot, and rollout. The training will mimic the training that will be provided by the contractors in support of UAT, pilot, and rollout. It is estimated that the training will be one (1) week in duration. The QA Contractor must attend and evaluate this training. The QA report on the training must focus on the training meeting contractual requirements, reflecting the approach and content of the training as expressed in the respective training plans and materials, and its comprehensiveness and sufficiency to meet the intent of the training. The QA report must be provided within ten (10) working days of the completion of the training.

Deliverable 7: Attend and Evaluate T&I System Orientation Training

ii. **3.2 Attend and Support System Design Sessions**

The T&I and eWIC Contractor are required to conduct a series of Joint Application Design (JAD) sessions to develop and finalize any system parameter changes and required interfaces approved for the project. It is estimated that up to ten (10) days of MIS design and up to five (5) days of eWIC design sessions will be necessary. The design sessions will be conducted on site in Providence, Rhode Island. The QA Contractor must attend and support these JAD sessions, recording any design decisions made in the course of the sessions. Within ten (10) working days following the completion of the sessions, the QA Contractor must provide a technical memorandum documenting the design decisions recorded.

Deliverable 8: Attend and Support System Design Sessions and Design Decisions Technical Memorandum

iii. **3.3 Review and Evaluate eWIC Design and Technical Specifications Documents**

Following the design sessions, the eWIC Contractor must prepare and submit comprehensive final design documents reflecting the system, with any attendant parameter changes, and based on the existing design documents for the respective systems. The QA Contractor must review and evaluate each component of the design documents, ensuring the documents are comprehensive, sufficient to the need, adhere to industry standards, and correctly reflect any design decisions reached in the design sessions. There are a number of discrete design documents required of each contractor, as follows:

a) **eWIC Design Documents**

- 1) Functional Design Document
- 2) Detailed Design Document
- 3) Interface Specifications for Client/Cardholder Portal
- 4) eWIC/MIS Interface Specifications Document
- 5) Integrated Processing Guidelines
- 6) Retailer & Third Party Processor (TPP) Interface Specifications
- 7) Card Design
- 8) Graphics & Collateral Materials

The eWIC Contractor is required to provide each of these design documents in draft and final versions. The QA Contractor must provide their initial review and evaluation based on the draft submission. The QA Contractor must also review the final submission of each design document to ensure QA and RI WIC concerns have been appropriately addressed, as well as ensuring that proposed system designs meet RI WIC and FNS requirements. Any deficiencies identified by the QA Contractor as remaining in a final design document submission must be reported by a follow-up technical memorandum noting the specific problems identified. The bidder must recognize and address this requirement in the proposal. The bidder must also acknowledge that the design documents listed are unlikely to be submitted as a group, and that as a result the deliverable associated with this task may consist of up to ten (10) discrete reports.

Deliverable 9: Review and Evaluation Reports on eWIC Design and Technical Specifications Documents, Including Additional Recommendations

d. TASK 4 - SYSTEM TRANSFER, MODIFICATION, AND TECHNICAL TESTING

i. 4.1 Attend MIS and eWIC System Transfer Initiation Meeting

Upon acceptance by RI WIC of the final design documents for each project effort, a system transfer initiation meeting will be conducted to review tasks, schedule, and roles and responsibilities for the project phase. The meeting will be conducted via conference call and will be hosted by RI WIC. Within two (2) working days of the meeting, the QA Contractor must provide a summary of the meeting, providing a list of attendees, key topics discussed, issues identified, decisions reached, and any action items arising from the meeting.

Deliverable 10: Attend MIS and eWIC System Transfer Initiation Meeting/Meeting Memorandum

ii. 4.2 Monitor MIS and eWIC System Transfer, Modification, and Technical Testing

The QA Contractor must monitor and report on the T&I's and eWIC Contractor's performance of the development and technical testing of the system for the respective, approved plans, schedules, and contract requirements during the duration of these activities. Importantly, during the activity, the T&I will conduct the initial conversion of legacy system data.

The QA Contractor must carefully evaluate this activity and results and note any concerns with an attendant plan for their remedy. The findings of this on-going monitoring must be reported verbally during project status meetings and recorded and incorporated in the QA monthly status reports. At the conclusion of the development and technical testing of the system the QA Contractor must provide a technical memorandum documenting the completion of the monitoring effort.

Deliverable 11: Review and Evaluation Report of the T&I and eWIC Transfer, Modification, and Technical Testing Reports Including Additional Recommendations

iii. **4.3 Review and Evaluate T&I and eWIC Certification of Readiness for UAT**

Upon completion of MIS and eWIC system transfer, modification, and technical testing, the T&I and eWIC must provide a detailed report of the results of this activity, inclusive of defects detected and their remedy. The QA Contractor must review and evaluate these reports. Included in these reports, the T&I and eWIC must provide their certification of the readiness of the system to support meaningful and productive UAT. The QA Contractor must review and evaluate the T&I and eWIC readiness reports.

Deliverable 12 Review and Evaluation Report of the T&I and eWIC Certification of Readiness for UAT, Including Additional Recommendations

iv. **4.4 Prepare and Submit Independent Certification of Readiness for UAT**

Following review of the T&I and eWIC reports and certifications, the QA Contractor must document the results of their evaluation and provide an independent assessment of the system readiness for UAT.

Deliverable 13: Independent Certification of Readiness for UAT Report

e. **TASK 5 - USER ACCEPTANCE TEST (UAT)**

i. **5.1 Attend UAT Initiation Meeting**

WIC staff will convene a UAT initiation meeting via conference call. The T&I and eWIC project manager and other key contractor staff as deemed necessary by the Executive Steering Committee, plus the QA Contractor, must attend the meeting. The purpose of the meeting will be to review the UAT plan, schedule, deliverables, and risks. Within five (5) working days of the meeting the T&I and eWIC must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the UAT initiation meeting. The QA Contractor must attend the meeting and, within five (5) working days of receipt of the T&I and eWIC memoranda, submit a memorandum providing a review of the T&I and eWIC meeting memoranda noting any discrepancies or deficiencies.

Deliverable 14: UAT Initiation Meeting/Meeting Memoranda

ii. **5.2 Monitor and Evaluate UAT Data Conversion**

The T&I will conduct the conversion of legacy system data to be used in support of UAT. During UAT, the converted data will be tested to ensure it

may be used in support of pilot and rollout. The QA Contractor must carefully evaluate this activity and results and note any concerns to the T&I Contractor, who will produce an attendant plan for their remedy.

Deliverable 15: UAT Data Conversion Report

iii. **5.3 Monitor System Installation**

The T&I and eWIC must install the system on the test platform to support UAT. The QA Contractor must monitor this activity to ensure the system is correctly installed and operational for UAT. The QA Contractor must report on this monitoring and note any deficiencies with a plan for their remedy. Particular attention must be paid to any needed improvement in processes, check lists, and support of RI WIC and IT in support of pilot and rollout.

Deliverable 16: UAT System Installation Report

iv. **5.4 Monitor and Evaluate System Operations Support and Training**

Prior to UAT, the T&I and eWIC must train the test team in the use of the new system. This training will be based upon the training plan and materials previously submitted. The QA Contractor must attend and evaluate this training. In addition, during the course of the UAT, the T&I and eWIC must provide system operations training and support to ensure that the necessary expertise is achieved so that the RI WIC super users will be able to support the pilot. . The QA Contractor must monitor these activities to ensure the required training and support is provided to meet these needs. At the conclusion of UAT, the QA Contractor must document and report on this monitoring and note any deficiencies with a plan for their remedy.

Deliverable 17: Review and Evaluation Report of Training with Additional Recommendations

v. **5.5 Develop UAT Plan**

In cooperation with the T&I and eWIC Contractor, the QA Contractor must develop a UAT test plan describing the best approach for testing the overall system. The plan must detail the tasks necessary to complete RI WIC's acceptance testing, their sequence, and the staff assigned in order to support approximately fifteen (15) UAT testers. The plan must also detail the QA Contractor's plan to manage and monitor the UAT. The plan must address, at a minimum, the following considerations:

- a) Detail all tasks necessary to prepare for and conduct the system UAT;
- b) Communicate to all responsible parties the tasks they are to perform and the schedule to be followed in performing those tasks;
- c) Define the environment in which the UAT will be performed; and,
- d) Define procedures for documenting and coordinating error correction with the T&I in accord with their software version control procedures.

Deliverable 18: UAT Plan

vi. **5.6 Evaluate UAT Script**

RI WIC intends to conduct end-to-end testing of the system during

MIS UAT. Particular attention must be paid to any parameter changes made to the base system. For eWIC UAT, focus will be on the MIS/eWIC interface, interoperability, and reporting. The QA Contractor must review and evaluate UAT scripts provided by the T&I Contractor, confirming each test conforms to industry standards and that scripts test all system procedures and outputs. The QA Contractor will recommend additional scripts when testing gaps are perceived, which will be added by the T&I Contractor to their UAT script set. The script must build upon and be in addition to the T&I's and eWIC Contractor's internal testing. The script must involve specific clinic, retailer, and State office scenarios.

It is assumed that the UAT shall be a recursive process (errors will be identified, fixed, and tested again). This requires that the T&I and eWIC not only fix the errors identified initially, but also run the resulting system through their system qualification tests prior to delivering it for the phase of UAT. The QA Contractor shall propose a schedule for UAT. In any case, the T&I and eWIC shall make all required corrections and revisions to the system resulting from the UAT process. System re-testing shall be conducted as required.

The T&I shall provide an application for the capture, reporting, and tracking of errors identified during UAT. The application may be a commercial-off-the-shelf product or a custom application provided by the developer. The reporting and tracking application must provide for the following data elements at a minimum:

- a) Test procedure name and number
- b) System module under testing
- c) Error origin (MIS or eWIC)
- d) Test round
- e) Test date
- f) Time the error appeared and was being written up
- g) Error description
- h) Error severity
- i) Tester name
- j) Clinic identification
- k) Error attachments (screen shots, reports)
- l) T&I/eWIC Contractor initial analysis and response
- m) Work order number
- n) Fix date
- o) Regression test date
- p) Test Director sign-off
- q) Error closure date

If at any time during the UAT, the percentage of failed test procedures exceeds 20 percent (excluding cosmetic errors), the UAT will be halted, and the system returned to the T&I and eWIC for correction.

During UAT RI WIC staff and the QA Contractor will also evaluate manuals and on-line help. The UAT procedures will instruct the testers to

reference the user manuals or on-line help for directions regarding how to perform the required actions. Any inadequacies in the manuals or on-line help must be corrected prior to final acceptance of those documents by RI WIC. In addition, during MIS UAT, RI WIC staff and the QA Contractor will evaluate the quality of the converted data to ensure its sufficiency for support of pilot and rollout.

The UAT will not be considered complete until the system is capable of successfully processing the operations of all the UAT test procedures without significant (other than cosmetic) error or failure. After successful completion of the acceptance tests, the T&I and eWIC will provide RI WIC with a formal assessment of the system's readiness for pilot implementation. The UAT is completed with Rhode Island's formal acceptance of the system for pilot testing (MIS and eWIC).

Deliverable 19: UAT Script Evaluation

vii. **5.7 Support UAT**

The QA Contractor must monitor and manage the UAT on site for the duration of testing (MIS and eWIC) to ensure that test procedures are followed, system problems are documented and reported, and document that the T&I and eWIC made the required system corrections. The QA Contractor will serve as the Test Manager and support RI WIC's designated Test Director in leading the test. The system, as delivered by the T&I and eWIC for UAT, is expected to have relatively few errors. It is assumed that the UAT can be completed in two rounds—one to uncover any errors, and a second to verify that any errors identified have been fixed and that no new errors have been introduced. The period of UAT will be eight to ten (8-10) weeks in duration of on-site testing, providing the above assumptions are satisfied. This duration does not include periods of suspended testing while defects are remedied or for other reasons. At the conclusion of UAT, the QA Contractor must provide a technical memorandum documenting the UAT support provided.

Deliverable 20: Support UAT

Deliverable 21: Technical Memorandum Documenting UAT Support Provided

viii. **5.8 Review and Evaluate T&I and eWIC UAT Report/Certification of Readiness for Pilot**

Upon successful completion of UAT (as defined above), the T&I and eWIC must provide a detailed report of the results of this activity, inclusive of defects detected and their remedy. The QA Contractor must review and evaluate these reports. Included in these reports, the T&I and eWIC must provide their certification of the readiness of the system to support meaningful and productive pilot.

Deliverable 22: Review and Evaluation Report of T&I and eWIC UAT Certifications/Readiness for Pilot

ix. **5.9 Prepare and Submit Independent Certification of Readiness for Pilot**

Following review of the T&I and eWIC reports and certifications, the QA

Contractor must document the results of their evaluation and provide an independent assessment of the system readiness for pilot (MIS and eWIC). This document will be incorporated into the Go/No-go Decision Document submitted to FNS by the state, which will include additional materials developed by the state as evidence of preparedness for Pilot.

Deliverable 23: Review and Evaluate T&I and eWIC UAT Reports and Pilot Readiness Certifications/Independent Certification of Readiness for Pilot

f. TASK 6 – RETAILER CERTIFICATION FOR eWIC

i. 6.1 Review and Evaluation of Retailer Certification Requirements

The QA Contractor must review and evaluate a list of retailer certification requirements that will be provided by the eWIC Contractor to current and potential RI WIC vendors in preparation for eWIC retailer readiness certification. The list must be built upon and responsive to guidance provided by the USDA/FNS retailer certification work group. The requirements will be reviewed and commented upon by RI WIC.

Deliverable 24: Review and Evaluation Report on Retailer Certification Requirements Developed by eWIC Contractor, Including Additional Recommendations

ii. 6.2 Retailer Certification Test Scripts and Criteria

Building on the retailer certification requirements the QA Contractor must review and evaluate a set of test scripts and criteria provided by the eWIC Contractor to be applied in retailer eWIC readiness certification, including recommending additional scripts when testing gaps are perceived. The script and criteria must be built upon and responsive to guidance provided by USDA/FNS' retailer certification work group and be enhanced as needed with additional tests and scenarios for ad hoc testing. RI WIC and the eWIC Contractor will review and evaluate these scripts and criteria and provide written comments noting any deficiencies.

Deliverable 25: Review and Evaluation Report of Retailer Certification Test Scripts and Criteria, Including Additional Recommendations

iii. 6.3 Attend and Evaluate System Pre-Test

Utilizing the test scripts and criteria, RI WIC and the eWIC Contractor will conduct a pre-test of the eWIC system. The QA Contractor must attend and evaluate this pre-test and provide a written report noting any deficiencies. The QA Contractor must track and ensure remedy of any noted deficiencies or defects. In addition, the QA Contractor must modify the test script and criteria as needed to address any deficiencies in these materials noted during the pre-test.

Deliverable 26: Review and Evaluation Report of Attended System Pre-Test, Including Additional Recommendations

iv. 6.4 Review and Evaluate On-Site Certification Testing

Utilizing the finalized test scripts and criteria, RI WIC and the eWIC Contractor will conduct on-site certification testing for RI WIC vendors. The QA Contractor must review and evaluate at a minimum three (3) of these on-

site certifications and provide a written report noting any deficiencies and providing recommendation for their remedy. This may include, at the State's request, the QA Contractor's on-site participation in one or more certification testing sessions, estimated to require a visit of three (3) days and two (2) nights per session. Cost estimates for one or more of these site visits should be included as optional expenditures to the project. Estimates should include the current state government travel reimbursement rates.

Deliverable 27: Review and Evaluation Report of Retailer Certification Testing, Including Additional Recommendations

g. TASK 7 - PILOT TEST

i. 7.1 Attend System Pilot Initiation Meeting

WIC staff will convene the pilot phase initiation meetings for both MIS and eWIC via conference call. The T&I and eWIC project manager and other key contractor staff as deemed necessary by the Executive Steering Committee, plus the QA Contractor, must attend the meeting. The purpose of the meeting will be to review the respective pilot plans, schedules, deliverables, and risks. Within five (5) working days of the respective meetings the T&I and eWIC must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the pilot initiation meeting. The QA Contractor must attend the meeting and, within two (2) working days of receipt of the T&I and eWIC memoranda, submit a memorandum providing a review of the T&I and eWIC meeting memoranda noting any discrepancies or deficiencies.

Deliverable 28: Pilot Initiation Meeting/Meeting Memoranda

ii. 7.2 Monitor and Evaluate Pilot Data Conversion (MIS Only)

Building on the lessons learned during technical testing and UAT, the T&I will conduct the conversion of legacy system data to be used in support of pilot. The QA Contractor must carefully evaluate this activity and results and note any concerns with an attendant plan for their remedy.

Deliverable 29: Pilot Data Conversion Report

iii. 7.3 Monitor and Evaluate Training

Building on the lessons learned during UAT training, prior to pilot the T&I and eWIC must train RI WIC and local agency pilot staff in the use of the new systems (MIS and eWIC). The QA Contractor must attend and evaluate these training events to ensure the required training and support is provided. The QA Contractor must report on this monitoring and note any deficiencies with a plan for their remedy.

Deliverable 30: Pilot Training Report

iv. 7.4 Monitor and Evaluate System Pilot Test

The QA Contractor must monitor and report on the three (3) month pilot test results throughout the course of the tests (MIS and eWIC). The QA Contractor must carefully evaluate the pilot results and note any concerns with an attendant plan for their remedy. The findings of this on-going

monitoring must be reported verbally during project status meetings and recorded and incorporated in the QA monthly status reports. At the conclusion of the pilot Tests, the QA Contractor must provide a technical memorandum documenting the monitoring activities conducted.

Deliverable 31: Pilot Test Results Technical Memorandum

v. **7.5 Review and Evaluate T&I and eWIC Pilot Report/Certification of Readiness for Rollout**

Upon successful completion of pilots, the T&I and eWIC must provide detailed reports of the results of these activities, inclusive of defects detected and their remedy. The QA Contractor must review and evaluate these reports. Included in these reports, the T&I and eWIC must provide their certification of the readiness of the systems (MIS and eWIC) for rollout.

Deliverable 32: Review and Evaluation Report of T&I and eWIC Pilot Reports and Certifications of Readiness

vi. **7.6 Prepare and Submit Independent Certification of Readiness for Rollout**

Following review of the T&I and eWIC reports and certifications, the QA Contractor must document the results of their evaluation and provide an independent assessment of the system's readiness for rollout.

Deliverable 33: Monitoring Activity Memorandum, Review and Evaluate T&I and eWIC Pilot Reports and Rollout Readiness Certifications/Independent Certification of Readiness for Rollout

vii. **7.7 Provide Assistance with Training for Rollout during Pilot Test**

During the pilot test, 5 weeklong group trainings will be taking place to train staff from local agencies in use of the MIS system. The QA Contractor must provide one staff member for on-site support for these trainings throughout the 5 week process.

Deliverable 34: QA Staff Assistance with Pre-Rollout Training, Including Review and Evaluation Report on Training Procedures with Additional Recommendations

h. TASK 8 – ROLLOUT

i. 8.1 Attend System Rollout Initiation Meeting

WIC staff will convene rollout Phase (MIS and eWIC) initiation meetings via conference call. The T&I or eWIC project manager and other key contractor staff as deemed necessary by the Executive Steering Committee, plus the QA Contractor, must attend the meetings. The purpose of the meeting will be to review the rollout plan, schedule, deliverables, and risks. Within five (5) working days of the meeting the T&I and eWIC must deliver a technical memorandum documenting all agreements, understandings, and contingencies arising from the rollout initiation meeting. The QA Contractor must attend the meeting and, within two (2) working days of receipt of the T&I and eWIC memoranda, submit a memorandum providing a review of the T&I and eWIC meeting memoranda noting any discrepancies or deficiencies.

Deliverable 35: Rollout Initiation Meetings/Meeting Memoranda

ii. **8.2 Monitor and Evaluate User Training, Conversion, and Implementation**

During rollout (MIS and eWIC), the QA Contractor must attend, monitor and evaluate the rollout training, data conversion, and system implementation to ensure lessons learned from UAT and pilot training have been utilized to ensure effective training of the RI WIC staff. In addition, during the course of rollout, the QA Contractor must monitor and evaluate the conduct of data conversion, system startups, and adherence to schedule. The findings of this on-going monitoring must be reported verbally during project status meetings and recorded and incorporated in the QA monthly status reports.

Deliverable 36: Review and Evaluation Reports on Rollout Training, Data Conversion and System Implementation, Including Additional Recommendations.

iii. **8.3 Assist in End User Training During Rollout**

During the three (3) week rollout (MIS and eWIC), the QA Contractor must provide staff to assist in the end user training of local agency personnel. The QA Contractor must provide staff on-site in sufficient quantity so as to supplement existing training efforts, so that all users requiring training may receive instruction within the established rollout period. The QA Contractor staff will not be responsible for training all personnel, but will work alongside the State Office team to reach all end users in the allotted time.

Deliverable 37: Assist State Office Staff in End User Training During Rollout

i. **TASK 9 – POST IMPLEMENTATION ASSESSMENT/SYSTEM VERIFICATION AND CERTIFICATION**

- i. **9.1 Prepare and Submit Post Implementation Evaluation** Approximately five (5) working days following the final rollout (for both the MIS and eWIC efforts), a meeting will be convened at the RI WIC State Office in which the status of the system following complete rollout will be assessed. The T&I or eWIC (as appropriate), QA Contractor, and RI WIC staff shall attend the meetings. Within five (5) working days of the meetings the T&I or eWIC shall provide technical memoranda documenting all agreements, understandings and contingencies resulting from the system rollout assessment meetings.

Following these meetings, the QA Contractor must conduct an independent post-implementation assessment of the new systems, inclusive of its achievement of project goals and objectives. To conduct these assessments, the QA Contractor must conduct site visits and interviews at two or more local agencies and the state office. In addition, the QA Contractor must provide verification and certification documentation that specifies all software, policies, procedures, reporting, and equipment are functioning as planned after the T&I and eWIC have corrected all issues determined during the post implementation evaluations. This assessment must be provided within 30 days of the completion of three (3) week rollout.

Deliverable 38: Post Implementation Assessment/System Verification and Certification

ii. **9.2 Prepare and Submit System Documentation Audit**

Upon completion of system implementation, the T&I and eWIC shall update all system source code, documentation, functional, technical, operations and user manuals, installation guides, and training materials to reflect any revisions made to the system. In addition, the T&I and eWIC must return to RI WIC any participant/Program data that has been retained during the project. The QA Contractor must audit this activity to ensure all materials have been updated, submitted, and/or returned as required. The results of this audit must be reported to RI WIC, and the time frame for its provision will be subject to negotiation

Deliverable 39: System Documentation Audit

Cultural and Linguistically Appropriate Services (CLAS) in Health Care

Health Equity

When all people have "the opportunity to 'attain their full health potential' and no one is 'disadvantaged from achieving this potential because of their social position or other socially determined circumstance'"

Cultural Competence

Culture is the blended patterns of human behavior that include "language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups." Cultural competence is "a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations." "Competence" in the term cultural competence implies that an individual or organization has the capacity to function effectively "within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities."

Limited English Proficiency

Under the authority of Title VI of the Civil Rights Act of 1964, Presidential Executive Order No. 13166 requires that recipients of federal financial assistance ensure meaningful access by persons with limited English proficiency (LEP) to their programs and activities. A 2002 report from the U.S. Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, provides guidance on uniform policies for all federal agencies to implement Executive Order No. 13166. Further, the [National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care \(CLAS\): A Blueprint for Advancing and Sustaining CLAS Policy and Practice](#) issued by the United States Department of Health and Human Services, Office of Minority Health in 2013 are intended to advance health equity, improve quality and help eliminate health care disparities by providing a blueprint for individuals and health and health care organizations to implement culturally and linguistically appropriate services. The national CLAS standards provide guidance on cultural and linguistic competency with the ultimate goal of reducing racial and ethnic disparities.

Effective immediately, all Contractors who contract with RIDOH must perform the following tasks and provide documentation of such tasks upon request of a RIDOH employee:

1. The supports and services provided by Contractor shall demonstrate a commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area or target population. Such commitment includes acceptance and respect for cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of

language and culture to the delivery of supports and services. Contractor shall have an education, training and staff development plan for assuring culturally and linguistically appropriate service delivery.

2. Contractor shall have a comprehensive cultural competency plan that addresses the following: 1) the identification and assessment of the cultural needs of potential and active clients served, 2) sufficient policies and procedures to reflect the agency's value and practice expectations, 3) a method of service assessment and monitoring, and 4) ongoing training to assure that staff are aware of and able to effectively implement policies.
3. Contractor shall have a plan to recruit, retain and promote a diverse staff and leadership team, including Board members representative of the demographic characteristics of the populations served.
4. Contractor shall assure equal access for people with diverse cultural backgrounds and/or limited English proficiency, as outlined by the Department of Justice, *Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*. Contractor shall provide language assistance services (i.e. interpretation and translation) and interpreters for the deaf and hard of hearing at no cost to the client.

National Standards are intended to advance health equity, improve quality, and to help eliminate health care disparities by establishing a blueprint for health and health care organizations to:

A. The Principle Standard:

1. Provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs.

B. Governance, Leadership, and Workforce:

2. Advance and sustain organizational governance and leadership that promoted CLAS and Health equity through policy, practice, and allocated resources
3. Recruit, promote, and support a culturally and linguistically diverse governance, leadership, and workforce that are responsive to the population in the service area.
4. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis

C. Communication and language assistance:

5. Offer Language Assistance to individuals who have limited English proficiency and/or offer communication needs, at no cost to them, to facilitate timely access to all health care services
6. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
7. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.
8. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by populations in the service area.

D. Engagement, Continuous Improvement, and Accountability:

9. Establish cultural and linguistically appropriate goals, policies and management accountability, and infuse them throughout the organization's planning and operations.
10. Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into assessment measurement and continuous quality improvement activities.
11. Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of

- CLAS on health equity and outcomes and to inform service delivery.
12. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
 13. Partner with the community to design, implement and evaluate policies, practices and services to ensure cultural and linguistic appropriateness.
 14. Create conflict- and grievance-resolution processes that are culturally and linguistically appropriate to identify, prevent and resolve conflicts or complaints.
 15. Communicate the organization's progress in implementing and sustaining CLAS to all stakeholders, constituents and the general public.

For additional information and resources regarding CLAS standards can be accessed here:

<https://www.thinkculturalhealth.hhs.gov/content/clas.asp>

SECTION 4: TECHNICAL PROPOSAL

NARRATIVE AND FORMAT

The separate technical proposal should address specifically each of the required elements:

1. Offeror's Organization and Staffing – This section shall include a description of staffing, including an organizational chart with identification of relevant staff and/or consultants proposed as members of the project team, and the duties, responsibilities, and concentration of effort that apply to each, as well as resumes, or statement of prior experience and qualifications.
2. Work Plan/Approach – This section shall describe the offeror's understanding of the State's requirements, and will provide an overall strategy of how the applicant will reach and maintain the requirements of this contract.
3. Previous Experience and Background – This section shall include the following information:

Specifically:

- a) A comprehensive listing of similar and/or related projects or work undertaken, including a brief description of the projects or work.
- b) A description of the business background of the offeror (all subcontractors proposed), including a description of their financial position.

SECTION 5: COST PROPOSAL

The applicant must prepare a separate, signed and sealed Cost Proposal using Appendix A – Cost Summary Form and Appendix B – Cost Worksheet for a 22-month term.

Applicants must submit a completed Cost Summary Form (Appendix A) and Cost Worksheet (Appendix B), which estimates the costs for each of nine (9) deliverables phases, as well as estimated travel expenses.

Applicants are advised that RIDOH is not responsible for any expenses incurred by the Applicant prior to the Purchase Order Release. A signed contract alone does not authorize work to begin.

DUPLICATION OF SERVICES/COST AVOIDANCE

Applicants must be certain to assure RIDOH that the funds to be utilized associated with the scope of work are not duplicated in other areas of their agency. These funds are specific to the agreed upon scope of work via this contract and therefore should be utilized to meet the deliverable articulated in the RFP

SECTION 6: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee composed of staff from RIDOH. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Department of Health reserves the exclusive right to select the individual(s) or agency that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Offeror's Organization and Staffing	25 Points
Work Plan/Approach	30 Points
Previous Experience and Background	15 Points
Total Possible Technical Points	70 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	100 Points

*The Low Vendor will receive one hundred percent (100%) of the available points for cost. All other Vendors will be awarded cost points based upon the following formula:

$(\text{low Cost} / \text{Contractors Cost}) * \text{available points}$

For example: If the low Vendor (Contractor A) Costs \$65,000 and Contractor B Costs \$100,000 for monthly cost and service fee and the total points available are Thirty (30), Contractor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the applicant's clear demonstration of his/her abilities to complete the

work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

SECTION 7: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP # 7553518** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-8100.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be permitted.** Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (**an original plus four (4) copies**) should be mailed or hand-delivered in a sealed envelope marked **“RFP # 7553518 RI WIC Management Information System (MIS) Planning Project”** to:

**RI Department of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855**

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

SECTION 8: RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov
2. One completed and signed W-9 (included in the original proposal only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov
3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier

in this solicitation. The Technical Proposal is limited to six (6) pages (this excludes any appendices). As appropriate, include resumes of key staff that will provide services covered by this request.

4. **A separate, signed and sealed Cost Proposal** using Appendix A – Cost Summary Form and Appendix B – Cost Worksheet for a 22-month term reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project described in this RFP.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL:

<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

Appendix A – Cost Summary Form

The Cost Summary Form shall reflect a summary of the cost that the Bidder expects to charge. It will also include the estimated cost to the HEALTH for any additional hardware or software needed by HEALTH to implement the bidder's system. (These costs, though not part of the Bidder's Fixed Cost, shall be used in the evaluation of the proposed response). It shall also include costs for any options listed in this RFP.

Detailed Fixed Price Breakdown (**Base period January 1, 2018 through October 31, 2019**) All costs are to be per Basic Cost transaction and based upon the specification stated in the RFP.

Deliverable Phase 1: MIS and eWIC project Phasing Cost: _____

Attend Project Initiation Meeting (1.1)
Project Initiation Meeting Memorandum of Understanding (1.1)
Total Project Status Reports and Meeting Summaries (1.2)*
Quality Assurance Monitoring Plan and Schedule (1.3)
Risk Assessment and Management Plan (1.4)

Deliverable Phase 2: QA MIS and eWIC project Activities Cost: _____

Review and Evaluation Report of T&I and eWIC Project Plans (2.1)

Deliverable Phase 3: System Design Cost: _____

Attend and Evaluate T&I System Orientation Training (3.1)
Design Session Technical Meeting Memorandum (3.2)
Review and Evaluation Report of eWIC Design and Technical Specifications Documents (3.3)

Deliverable Phase 4: System Transfer, Modification and Technical Testing Cost: _____

MIS and EBT System Transfer Initiation Meeting Memorandum (4.1)
Review and Evaluation Report of the T&I and eWIC Transfer, Modification and Technical Testing Reports (4.2)
Review and Evaluation Report of the T&I and eWIC Certification of Readiness for UAT (4.3)
Independent Certification of Readiness for UAT (4.4)

Deliverable Phase 5: User Acceptance Testing (UAT) Cost: _____

UAT Initiation Meeting/Meeting Memoranda (5.1)
UAT Data Conversion Report (5.2)
UAT System Installation Report (5.3)
Review and Evaluation Report of Training with Additional Recommendations (5.4)
UAT Plan (5.5)
UAT Test Scripts Evaluation (5.6)
Review and Evaluation of T&I and eWIC UAT Reports and Pilot Readiness Certifications/Independent Support User Acceptance Testing (5.7)
Technical Memorandum Documenting UAT Support Provided (5.7)
Review and Evaluation Report of T&I and eWIC UAT (5.8)

Review and Evaluate T&I and eWIC UAT Reports and Pilot Readiness Certifications/Independent Certification of Readiness for Pilot (5.9)

Deliverable Phase 6: Retailer Certification for eWIC

Cost: _____

Review and Evaluation Report on Retailer Certification Requirements Provided by eWIC Contractor (6.1)

Review and Evaluation Report of Retailer Certification Test Scripts and Criteria (6.2)

Review and Evaluation of Attended System Pre-Test (6.3)

Review and Evaluation Report of Retailer Certification Testing (6.4)

Deliverable Phase 7: Pilot Test

Cost: _____

Pilot Initiation Meeting Memorandum (7.1)

Pilot Data Conversion Report (7.2)

Pilot Training Report (7.3)

Pilot Test Results Technical Memorandum (7.4)

Review and Evaluation Report of T&I and eWIC Pilot Reports and Certifications of Readiness (7.5)

Monitoring Activity Memorandum, Review and Evaluate T&I and eWIC Pilot Reports and Rollout Readiness Certifications/Independent Certification of Readiness for Rollout (7.6)

QA Staff Assistance with Pre-Rollout Training, Including Review and Evaluation Report on Training Procedures (7.7)

Deliverable Phase 8: Rollout

Rollout Initiation Meetings Memorandum (8.1)

Review and Evaluation Reports on Rollout Training, Data Conversion and System Implementation (8.2)

Assist State Office Staff in End User Training During Rollout (8.3)

**Deliverable Phase 9: Post Implementation Assessment/
System Verification and Certification**

Cost: _____

Post-Implementation Assessment/System Verification and Certification (9.1)

System Documentation Audit (9.2)

Anticipated expense of travel to Rhode Island:

Cost: _____

Project Initiation Meeting

Quarterly project Status Meetings

System Orientation Training

System Design Sessions

System Pre-Test

Evaluate User Training, Conversion and Implementation

Assist in End-User Training for Rollout

*Continues throughout project

Appendix B - Cost Summary Worksheet

RI WIC Management Information System (MIS) Quality Assurance Service Project

22-Month Budget

Task/Deliverable		# of Hours	Per Hour Rate	Total Cost
Phase 1: MIS and eWIC Project Phasing			Cost:	\$
1.1	Attend Project Initiation Meeting			
	E.G. Project manager			
1.1	Project Initiation Meeting Memorandum of Understanding			
	E.G. Project manager			
1.2	Total Project Status Reports and Meeting Summaries*			
	E.G. Project manager			
1.3	Quality Assurance Monitoring Plan and Schedule			
	E.G. Project manager			
1.4	Risk Assessment and Management Plan			
	E.G. Project manager			
Phase 2:QA MIS and eWIC Project Activities			Cost:	\$
2.1	Review Evaluation Report of T&I and eWIC Project Plans			
	E.G. Project manager			
Phase 3: System Design			Cost:	\$
3.1	Attend & Evaluate T&I System Orientation Training			
	E.G. Project manager			
3.2	Design Session Technical Meeting Memorandum			
	E.G. Project manager			
3.3	Review & Evaluation Report of eWIC Design & Technical Specifications Documents			
	E.G. Project manager			
Phase 4: System Transfer, Modification and Technical Testing			Cost:	\$
4.1	MIS & EBT System Transfer Initiation Meeting Memorandum			
	E.G. Project manager			
4.2	Review & Evaluation Report of the T&I and eWIC Transfer, Modification and Technical Testing Reports			
	E.G. Project manager			
4.3	Review & Evaluation Report of the T&I and eWIC Certification of Readiness for UAT			
	E.G. Project manager			
4.4	Independent Certification of Readiness for UAT			
	E.G. Project manager			

Phase 5: User Acceptance Testing (UAT)		Cost:	\$
5.1	UAT Initiation Meeting/Meeting Memoranda		
	E.G. Project manager		
5.2	UAT Data Conversion Report		
	E.G. Project manager		
5.3	UAT System Installation Report		
	E.G. Project manager		
5.4	Review & Evaluation Report of Training with Additional Recommendations		
	E.G. Project manager		
5.5	UAT Plan		
	E.G. Project manager		
5.6	UAT Test Scripts Evaluation		
	E.G. Project manager		
5.7	Review & Evaluation of T&I and eWIC UAT Reports and Pilot Readiness Certifications/Independent Support User Acceptance Testing		
	E.G. Project manager		
5.7	Technical Memorandum Documenting UAT Support Provided		
	E.G. Project manager		
5.8	Review & Evaluation Report of T&I and eWIC UAT		
	E.G. Project manager		
5.9	Review & Evaluate T&I and eWIC UAT Reports and Pilot Readiness Certifications/Independent Certification of Readiness for Pilot		
	E.G. Project manager		
Phase 6: Retailer Certification for eWIC		Cost:	\$
6.1	Updated FAQ Document		
	E.G. Project manager		
6.2	Final System Documentation		
	E.G. Project manager		
Phase 7:Pilot Test		Cost:	\$
7.1	Pilot Initiation Meeting Memorandum		
	E.G. Project manager		
7.2	Pilot Data Conversion Report		
	E.G. Project manager		
7.3	Pilot Training Report		
	E.G. Project manager		
7.4	Pilot Test Results Technical Memorandum		
	E.G. Project manager		

7.5	Review & Evaluation Report of T&I and eWIC Pilot Reports and Certification of Readiness			
	E.G. Project manager			
7.6	Monitoring Activity Memorandum, Review and Evaluate T&I and eWIC Pilot Reports and Rollout Readiness Certifications/Independent Certification of Readiness for Rollout			
	E.G. Project manager			
7.7	QA Staff Assistance with Pre-Rollout Training, Including Review and Evaluation Report on Training Procedures			
	E.G. Project manager			
Phase 8: Rollout			Cost:	\$
8.1	Rollout Initiation Meetings Memorandum			
	E.G. Project manager			
8.2	Review and Evaluation Reports on Rollout Training, Data Conversion and System Implementation			
	E.G. Project manager			
8.3	Assist State Office Staff in End User Training During Rollout			
	E.G. Project manager			
Phase 9: Post Implementation Assessment/System Verification & Certification			Cost:	\$
9.1	Post Implementation Assessment/System Verification and Certification			
	E.G. Project manager			
9.2	System Documentation Audit			
	E.G. Project manager			
			Total of 9 Phases:	
Travel Expense to RI			Cost:	\$
Project Initiation Meeting				
Quarterly Project Status Meetings				
System Orientation Training				
System Design Sessions				
System Pre-Test				
Evaluate User Training, Conversion and Implementation				
Assist in End-User Training for Rollout				
			Total Project Cost:	

Offerors may add additional lines to this budget form to accommodate staffing patterns per task. All deliverables must be accounted for and a cost associated with each task at a fully loaded hourly rate.

Appendix C – RIDOH Contract Terms & Conditions

The following language is included in all Contract Agreements with RIDOH. Please read thoroughly prior to submitting your cost proposal.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of RIDOH, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR § 200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. RIDOH shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, RIDOH shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) RIDOH will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- 1) Reviewing financial and performance reports required by the pass-through entity.
- 2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- 3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

RIDOH may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501 or if applicable "Yellow Book" audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the ____day of _____, and shall complete performance no later than the ____ day of _____ (hereinafter the "Initial Term"), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter "Renewal Term(s)")* beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.

In the event RIDOH or the Contractor gives notice of its intent not to renew this Agreement, RIDOH shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. PROJECT OFFICER – RIDOH

RIDOH shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by RIDOH to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The project Officer shall notify RIDOH in writing immediately, and seek approval from RIDOH, should a change to this Agreement be necessary in the opinion of the project Officer. Under no circumstances will a change be undertaken without the prior written approval of RIDOH.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

RIDOH will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. RIDOH acknowledges and agrees that any increase in expenses due to delays by RIDOH which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
RIDOH may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor’s right to proceed as to the Agreement if the Contractor:
 - 1. Materially fails to perform the services within the time specified or any extension thereof; or
 - 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 - 3. Materially breaches any provision of this Agreement.Termination, at the option of RIDOH shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of RIDOH
RIDOH may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of RIDOH, become its property. If the agreement is terminated by RIDOH as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.
- d) Availability of Funds
It is understood and agreed by the parties hereto that all obligations of RIDOH, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall RIDOH be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of

services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, RIDOH shall notify the Contractor of such reduction of funds available and RIDOH shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle RIDOH to compensation for anticipated profits for unperformed work.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as RIDOH's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which RIDOH has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to RIDOH in the manner and to the extent directed by RIDOH's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case RIDOH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by RIDOH.
5. With the approval or ratification of RIDOH's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of RIDOH's project manager must be obtained. Final approval by RIDOH shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to RIDOH (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by RIDOH's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by RIDOH for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to RIDOH shall offset any shutdown expenses to RIDOH.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to RIDOH and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, RIDOH, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of RIDOH. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by RIDOH at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, RIDOH shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to RIDOH in form acceptable to RIDOH.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, RIDOH may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to RIDOH for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to RIDOH for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by RIDOH to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by RIDOH due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit RIDOH's rights to pursue any other non-monetary remedies available to it.

RIDOH may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as RIDOH's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. RIDOH's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of RIDOH's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, RIDOH may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

- a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon RIDOH's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by RIDOH and to demonstrate that other project schedules will not be affected. Upon written notice by RIDOH's project manager of RIDOH's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of RIDOH's project officer without affecting other project schedules. RIDOH's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

RIDOH's options at termination

In the event RIDOH terminates this contract pursuant to this paragraph, RIDOH may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided,

obtaining clear title or rights to the same, and procure upon such terms and in such manner as RIDOH's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or

- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of RIDOH to pursue any other legal remedies against the Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, RIDOH may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to RIDOH for damages sustained by RIDOH by virtue of any breach of the Agreement by the Contractor, and RIDOH may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RIDOH from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

RIDOH may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by RIDOH and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding "Special projects", if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State's Division of Purchases.

Special projects are defined as additional services available to RIDOH on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor's RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of RIDOH. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by RIDOH and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the Contractor shall obtain prior written approval of RIDOH. Approval of RIDOH for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and RIDOH. Approval by RIDOH of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to RIDOH for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of RIDOH's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld.

Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled "Governmental Tort Liability."

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor's written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to RIDOH upon request.

The Contractor's written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or RIDOH, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND ADDENDUM VI - NOTICE TO RHODE ISLAND DEPARTMENT OF RIDOH SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor's Executive Order No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the RI Department of Health for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the

requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from RIDOH under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to RIDOH.

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 day notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to RIDOH such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide RIDOH with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by RIDOH. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. RIDOH will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state

will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, RIDOH shall permit the Contractor at its option and expense either to procure for RIDOH the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by RIDOH shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist RIDOH in procuring substitute deliverables or software. If, in the sole opinion of RIDOH, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, RIDOH shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums RIDOH has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to RIDOH under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by RIDOH of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that RIDOH funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from RIDOH's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that RIDOH shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from RIDOH's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from RIDOH is considered confidential by RIDOH.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of RIDOH.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to RIDOH in writing and then subsequently obtaining approval, in writing, from RIDOH, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDOH. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear contracts, the Contractor is required to review and update the FFATA form, this must be provided to RIDOH 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to RIDOH. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDOH due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of RIDOH.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related

to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractors internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of RIDOH on a pass-through basis and used on behalf of RIDOH by the Contractor shall upon payment by RIDOH, become the property of RIDOH unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by RIDOH, the Contractor agrees to execute and deliver to RIDOH a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by RIDOH).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of RIDOH which are made under this Agreement in excess of five thousand dollars (\$5,000) or an aggregate of five thousand dollars (\$5,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of RIDOH for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by RIDOH laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to RIDOH.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by RIDOH or to which the Contractor has access to for the performance of this Agreement is the sole property of RIDOH and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of RIDOH. Further, the Contractor expressly agrees to forthwith return to RIDOH any and all said data and/or information and/or confidential information and/or database upon RIDOH's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with RIDOH confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("Confidential Records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.")

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that are confidential, privileged or otherwise protected from disclosure, including,

but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers-and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., and HIPAA 45 CFR 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify RIDOH's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid RIDOH in examining the matter. More complete and detailed information shall be provided to RIDOH as it becomes available to the Contractor.

Upon notice of a suspected security incident, RIDOH and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by RIDOH's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by RIDOH.

Nothing herein shall limit RIDOH's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for RIDOH, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described financial statement(s) within ten (10) days of RIDOH's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for RIDOH, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to RIDOH.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 - BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), "for-profit" entities shall conduct a "Yellow Book" audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to RIDOH within a period of six (6) months from the issuance of the audit.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of RIDOH, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from RIDOH or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by RIDOH to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by RIDOH. All changes shall be documented by the Contractor and provided to RIDOH upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to RIDOH any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at RIDOH's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to RIDOH under this Agreement, and paid for by RIDOH (“Developed Software”) is and shall remain the property of RIDOH. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a “**non-conformance**”), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of RIDOH. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor’s prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, RIDOH will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as RIDOH’s sole and exclusive remedy for such failure, an amount equal to the charges actually paid by RIDOH to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of RIDOH, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such correction will be paid for by RIDOH at the Contractor’s then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor’s obligations of confidentiality set forth herein

OTHER. *Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of RIDOH or are otherwise owned or licensed by the Contractor (collectively, “tools”); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor’s employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.*

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between RIDOH and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. RIDOH's project officer and Contractor project officer shall use good faith efforts to resolve the dispute within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If RIDOH's project Officer and the Contractor's project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the RI Department of Health or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by RIDOH, Department of Administration, and/or by any third party designated by the RI Department of Health.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by RIDOH, the Contractor shall provide RIDOH a copy of the above described Business Continuity Plan within ten (10) days of RIDOH's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and RIDOH shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on.

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

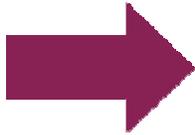
Appendix C – Federal Procurement Clauses

A11. Federal Procurement Clauses

A11.1 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR 200, Subpart F, Appendix II)

The EEO clause must be included or the State must have its own EEO similar clause.



See the [Department of Labor Executive Order 11246 – Equal Employment Opportunity](#) for more information.

A11.2 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

A11.3 Anti-Lobbying Act

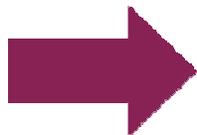
This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a

member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

A11.4 Americans with Disabilities Act



See the [Americans with Disabilities Act website](#) for more information.

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

A11.5 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, sub grants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

A11.6 Royalty Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

A11.7 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”